

# INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

*(To be executed by the parent/legal guardian of Participants who are under 19 years of age)*

**WARNING! By signing this document you will waive certain legal rights. Please read carefully.**

Participant's Name: \_\_\_\_\_

1. **This is a binding legal agreement. If you have any questions or concerns about it, you should satisfy them before signing. In consideration of the opportunity** to train, compete, and participate in the sport of judo and all related activities and programs, including travel and all services and programs (the "Activities") provided by Judo B.C. and its club, members, directors, officers, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place and representatives (collectively "Judo BC") the undersigned, being the parent or legal guardian (the "Parent/Guardian") of the Participant named above (the "Participant"), acknowledges and agrees to the following terms:

## DESCRIPTION OF RISKS

2. The Parent/Guardian understands and acknowledges the following risks, dangers and hazards (the "Risks") of the Activities and related disciplines which include without limitation:
  - a) Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or the Participant's general health and wellbeing.
  - b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma.
  - c) Loss of or damage to equipment/property.
  - d) Exposure to extreme conditions and circumstances.
  - e) Contact with other participants, officials, administrators, spectators or other natural or manmade objects, imperfect field of play conditions, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels.
3. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for **serious bodily injury, sickness, disease, contagion including but not limited to COVID-19, permanent disability, paralysis and loss of life.**
4. Judo BC may offer or promote online programming (such as webinars, remote conferences, workshops and online training) which have different foreseeable and unforeseeable risks than in-person programming.
5. The Parent/Guardian understands that these Risks may be caused in whole or in part by the Participant's own actions or inactions, the actions or inactions of others participating in or present during the Activities or the negligent acts or omissions of Judo BC.

***I have read and accept the risks set out in paragraphs 1-5***

## Terms and Attestation

6. The Parent/Guardian attests, acknowledges and agrees:
  - a) That the Participant is in good physical and mental condition to participate in the Activities.
  - b) The Participant will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.
  - c) **The Participant will comply with all rules and regulations of Judo BC, Judo Canada, the governments of Canada and British Columbia, and of any local government in which the Activities take place, concerning matters of health and safety and specifically as they relate to COVID-19 and other communicable diseases or contagions.**
  - d) If the Parent/Guardian or Participant observes a significant hazard or risk, the Participant will remove themselves from participation in the Activities and report the hazard or risk to the attention of a Judo BC representative immediately.

- e) That Judo BC does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant.
- f) When the Participant practices or trains in the Participant's own space, the Participant is responsible for the surroundings and the location and equipment that the Participant selects.
- g) That it is the Parent/Guardian's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Parent/Guardian acknowledges and accepts the suitability and conditions of the Activity; and
- h) That the Parent/Guardian is responsible for the choice of the Participant's safety equipment, if required or recommended, and the secure fitting of the safety equipment.

***I have read and agree to be bound by paragraph 6***

**Identification and Indemnification**

- 7. I am the Parent/Guardian of the Participant.
- 8. The Parent/Guardian agrees that if the Participant or anyone on the Participant's behalf makes a claim against Judo BC or any third party that claims indemnification from Judo BC, the Parent/Guardian WILL INDEMNIFY, SAVE AND HOLD HARMLESS Judo BC from any litigation expenses, legal fees, loss, liability, damage or costs which any may incur as a result of such claim, to the fullest extent permitted by law.

***I have read and agree to be bound by paragraphs 7 and 8***

**Jurisdiction**

- 9. The Parent/Guardian agrees that in the event that the Parent/Guardian files a lawsuit against Judo BC, the Parent/Guardian agrees to do so solely in the Province of British Columbia, Canada and further agrees that the substantive law of the Province of British Columbia will apply without regard to conflict of law rules. The Parent/Guardian further agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

***I have read and agree to be bound by paragraph 9***

**Acknowledgement**

- 10. The Parent/Guardian acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily and that this Agreement is to be binding upon the Parent/Guardian, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
Name of Parent/Guardian (print)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Signature of Witness